



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

policy was issued the insured was the sole owner, in fee, of both the building and the land upon which it was situated. Subsequently, and without the consent of the insurance company, he sold and conveyed, in fee, to another, an undivided one-half interest in the land upon which the building was situated; the deed reciting that the grantor reserved "full title to the storehouse now on said lot, with the right to remove the same without let or hindrance from" the grantee. Such was the status of affairs when, during the life of the policy, the building was destroyed by fire. Held, that such sale and conveyance constituted such a change in the interest of the insured in the building as voided the policy. *Watts v. Phoenix Ins. Co.*, 68 S. E. 479.

The Employers' Liability Statute of Indiana of 1893 is not unconstitutional under the equal protection clause of the Fourteenth Amendment because it subjects railroad employees to a special rule as to the doctrine of fellow servant, *Tullis v. Lake Erie & Western R. Co.*, 175 U. S. 348; *Pittsburg Ry. Co. v. Martin*, 212 U. S. 560; nor is it unconstitutional under that clause as to such employees of railroads, such as bridge carpenters, as are not subject to the hazards peculiarly resulting from the operation of a railroad. *Advance Sheets*, 218 U. S. 36.

This case banishes all doubt as to the constitutionality of § 162 of the Virginia Constitution, although it has been construed to abolish the fellow-servant doctrine only as to railroads. See *Norfolk, etc., Traction Co. v. Ellington*, 108 Va. 245.

Nuisance—Noise—Building Operations—Early Morning—Hotel—Interference with Sleep of Guests—Loss of Custom—Injunction. *Clark v. Lloyd's Bank*. Motion. The plaintiff was lessee of certain premises in Bury Street, St. James's, upon which he carried on the business of hotel proprietor. The defendants were lessors of the said premises, and they also owned other premises, immediately at the back of the hotel, in St. James's Street. In March, 1910, the defendants commenced pulling down the premises in St. James's Street and erecting new premises. The work of demolition commenced at 6:30 a. m. or earlier, and the plaintiff stated that in consequence of the noise made thereby his guests were disturbed in their sleep, that many of them complained to him of the noise, that several left his hotel and others threatened to do so if the noise were not stopped. The plaintiff accordingly moved for an injunction to restrain the defendants from carrying on their works before 7 or 7:30 in the morning, or from carrying it on in such a manner as to cause a nuisance or injury to the plaintiff and his premises, and from committing breaches of the covenant for quiet enjoyment contained in the lease.

T. R. Hughes, K. C., and Ward Coldridge for the plaintiff.

R. Younger, K. C., and Bryan Farrer, for the defendants, referred